

Counterparts - J. Williams

ALVORD AND ALVORD
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RECORDATION NO. 14160-B FILED
JUN 3 '98 12-25 PM

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

June 3, 1998

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

RECORDATION NO. 14161-C FILED
JUN 3 '98 12-25 PM

RECEIVED
SURFACE TRANSPORTATION BOARD
JUN 3 12 22 PM '98

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are five (5) copies a Bill of Sale and Partial Release, dated May 1, 1998, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed documents relate to the Equipment Lease and Security Agreement which were previously filed with the Commission under Recordation Numbers 14160 and 14161. Please file under Recordation Number 14160 and cross-index under Recordation Number 14161.

The names and addresses of the parties to the enclosed documents are:

Lessor: First Security Bank, National Association
79 South Main Street
Salt Lake City, Utah 84111

Security Trustee: State Street Bank and Trust Company
(successor to The Connecticut Bank and Trust Company, National Association)
225 Franklin Street
Boston, Massachusetts 02101

A description of the railroad equipment covered by the enclosed documents is:

railcars GATX 011350 is being deleted from the Lease and the Security Agreement

Vernon A. Williams
June 3, 1998
Page 2

Also enclosed is a check in the amount of \$52.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed documents to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', with a stylized flourish at the end.

Robert W. Alvord

RWA/bg
Enclosures

SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C. 20423-0001

OFFICE OF THE SECRETARY

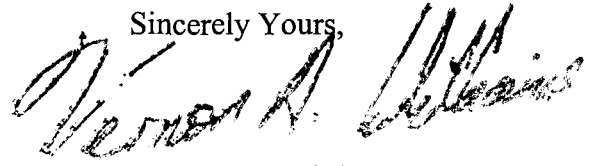
DATE: 6/3/98

ROBERT W. ALVORD
ALVORD AND ALVORD
918 SIXTEENTH STREET, NW., STE. 200
WASHINGTON, DC., 20006-2973

Dear SIR:

The enclosed document(s) was recorded pursuant to the provisions of 49 U.S.C. 11301
and 49 CFR 1177.3(c), on 6/3/98 at 12:25PM, and
assigned recordation number(s). 14160-A, 14160-B, 14161-C AND 21352-D.

Sincerely Yours,



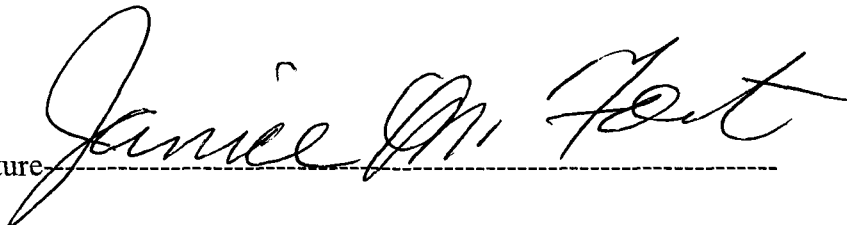
Vernon A. Williams

Enclosure(s)

104.00

\$-----The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid. In the event of an error or any questions concerning this fee, you will receive a notification after the Surface Transportation Board has an opportunity to examine your document.

Signature



RECORDATION NO. FILED

JUN 3 '98

12-25 PM

RECORDATION NO. 14160-B FILED

JUN 3 '98

12-25 PM

BILL OF SALE AND PARTIAL RELEASE

First Security Leasing Company, as Lessor (the "Lessor") under an Equipment Lease Agreement (GATC Trust 83-2) dated as of August 1, 1983 (the "Lease") between the Lessor and General American Transportation Corporation (the "Lessee") does hereby grant, bargain, sell, transfer, convey, assign and release to the Lessee and its successors and assigns all right, title and interest of the Lessor, in and to the railcar designated as GATX 011350 (the "Unit") "as is", "where is", without recourse or warranty other than a warranty against Lessor's Liens as defined in Appendix A to the Lease, and does hereby acknowledge that the lease term under the Lease with respect to the Unit and the obligation of the Lessee to pay rent for such Unit under the Lease has terminated.

State Street Bank and Trust Company of Connecticut, N.A., (the "Security Trustee") under the Security Trust (GATC Trust 83-2) dated as of August 1, 1983 (the "Security Agreement") between the Lessor and the Security Trustee, hereby terminates, releases and discharges its security interest in the Unit under the Security Agreement and hereby acknowledges that the Unit is no longer subject to the Lease.

Dated: 5/1, 1998

First Security Leasing Company, as
Lessor

By: Mark J. Carpenter

Title: Dr. V.P.

State Street Bank and Trust
Company of Connecticut, N.A.,
as Security Trustee

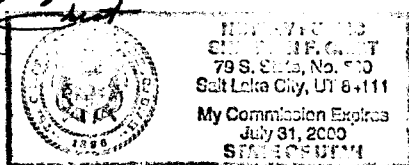
By: _____
Title: _____

State of UTAH)
) SS
County of SALT LAKE)

On this 5th day of May, 1998, before me personally appeared Mark J. Carpenter, to me personally known, who being by me duly sworn, say that he/she is SR. V.P. of First Security Leasing Company, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Shannon J. Christ
Notary Public

[Notarial Seal]



My commission expires: 7-31-2000

State of)
) SS
County of)

On this _____ day of _____, 1998, before me personally appeared _____, to me personally known, who being by me duly sworn, say that he/she is _____ of State Street Bank and Trust Company of Connecticut, N.A., that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My commission expires:

BILL OF SALE AND PARTIAL RELEASE

First Security Leasing Company, as Lessor (the "Lessor") under an Equipment Lease Agreement (GATC Trust 83-2) dated as of August 1, 1983 (the "Lease") between the Lessor and General American Transportation Corporation (the "Lessee") does hereby grant, bargain, sell, transfer, convey, assign and release to the Lessee and its successors and assigns all right, title and interest of the Lessor, in and to the railcar designated as GATX 011350 (the "Unit") "as is", "where is", without recourse or warranty other than a warranty against Lessor's Liens as defined in Appendix A to the Lease, and does hereby acknowledge that the lease term under the Lease with respect to the Unit and the obligation of the Lessee to pay rent for such Unit under the Lease has terminated.

State Street Bank and Trust Company of Connecticut, N.A., (the "Security Trustee") under the Security Trust (GATC Trust 83-2) dated as of August 1, 1983 (the "Security Agreement") between the Lessor and the Security Trustee, hereby terminates, releases and discharges its security interest in the Unit under the Security Agreement and hereby acknowledges that the Unit is no longer subject to the Lease.

Dated: 5/1, 1998

First Security Leasing Company, as
Lessor

By: _____
Title: _____

State Street Bank and Trust
Company of Connecticut, N.A.,
as Security Trustee

By: 
Title: _____

Julie A. Balema
Assistant Vice President

State of)
) SS
County of)

On this _____ day of _____, 1998, before me personally appeared _____, to me personally known, who being by me duly sworn, say that he/she is _____ of First Security Leasing Company, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My commission expires:

State of)
) SS
County of)

On this 6 day of May, 1998, before me personally appeared **Julie A. Baloma**, to me personally known, who being by me duly sworn, say that he/she is **Assistant Vice President** of State Street Bank and Trust Company of Connecticut, N.A., that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

[Notarial Seal]

My commission expires:

JOAO G. CORREIA
Notary Public
My Commission Expires July 26, 2002